

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM  
PUBLIC HEARING**

**SUBJECT:** State Road 436 and Red Bug Lake Road Interchange Project

**DEPARTMENT:** Public Works **DIVISION:** Engineering

**AUTHORIZED BY:** *Pamela Hastings* **CONTACT:** *Jerry McCollum* Co-Co Wu, P.E. EXT. 5707  
*for* W. Gary Johnson, P.E., Director Jerry McCollum, P.E., County Engineer

Agenda Date <u>11/15/05</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

**MOTION/RECOMMENDATION:**

Approve the advance purchase of Parcel 101 on the State Road 436 and Red Bug Lake Road Interchange project and authorize issuance of a check to BICH Development Partners, LLC, payable to Broad & Cassel Trust Account in the amount of \$1,223,500.00 for closing of this acquisition by the Florida Department of Transportation.

- District 1 – Commissioner Dallari
- District 2 – Commissioner Morris
- District 4 – Commissioner Henley (Jerry McCollum, P.E., County Engineer)

**BACKGROUND:**

Under the 2<sup>nd</sup> Generation Sales Tax Program, the County administers and funds certain State Road projects from design through construction, with the exception that the Florida Department of Transportation (FDOT) is the acquiring agent during the right-of-way phase. As part of the 2<sup>nd</sup> Generation Sales Tax Program, the intersection of State Road 436 and Red Bug Lake Road was identified for a major transportation improvement. At the April 26, 2005, Board of County Commissioners hearing, the Board adopted Alternative 1 for the proposed improvement at this intersection. Subsequently, the County's consultant completed the Project Development and Environment (PD&E) study and obtained approval from the Federal Highway Administration and the FDOT.

Reviewed by:	<i>[Signature]</i>
Co Atty:	<i>[Signature]</i>
DFS:	<i>[Signature]</i>
Other:	<i>[Signature]</i>
DCM:	<i>[Signature]</i>
CM:	<i>[Signature]</i>
File No.	<u>CPWE02</u>

To meet the storm water management system requirements, the Preliminary Engineering Report of the PD&E study identified several sites for water retention ponds. This includes the vacant parcel (Parcel 101) owned by BICH Development Partners, LLC, which is identified as Pond 1-2 in the report. This parcel is located on the west side of State Road 436 between Carpet Brokers and Summit Plaza.

After the Board's adoption of the preferred alternative, the owner and his representative of BICH Development Partners, LLC, Mr. Berry Walker and Mr. Richard Milian, met with staff on April 27, 2005, to discuss the project's impact on their property. They indicated that they were in the process of developing this parcel. Following review of the project, they identified that they were willing to cooperate with the County and inquired about the possibility of advance acquisition.

After staff consulted with FDOT regarding the proper procedure, BICH Development Partners, LLC, was directed to officially request an advance acquisition through FDOT. Subsequently, FDOT approved the request and started the negotiation process. Based on a preliminary estimate, Engineering budgeted \$1 Million for this parcel at the mid year adjustment of FY 04/05 and rebudgeted the same for FY 05/06.

On October 4, 2005, FDOT reached an agreement with BICH Development under which BICH Development will be paid \$1,138,500.00 for the property and \$85,000.00 for all fees and cost. This total cost of \$1,223,500.00 is final and there are no other costs to the County. FDOT will collect taxes from the owner at closing and record the documents; the property will be titled to FDOT.

Since the total agreed cost is \$223,500.00 over the budgeted estimate, a budget adjustment to move \$223,500.00 from the reserve account to the project account line is necessary; the required budget amendment is presented under the Fiscal Services/Budget Consent agenda for corresponding approval.

Attachments: Adopted Alternative  
Letter dated October 12, 2005 (Shirley J. Martin-FDOT)  
Purchase Agreement



Adopted Alternative 1

SHEET NO.

PLAN

S.R. 456 & RED BUG LAKE ROAD



**URS**

11/11/11 10:00 AM 11/11/11 10:00 AM



## Florida Department of Transportation

JEB BUSH  
GOVERNOR

719 S. Woodland Boulevard  
DeLand, Florida 32720-6834  
October 12, 2005

DENVER J. STUTLER, JR.  
SECRETARY

Right of Way Dept.  
(386) 943-5053  
(386) 736-5207 – Fax

Mr. Co-Co Wu, P.E.  
Seminole County Public Works  
Engineering Division  
520 W. Lake Mary Blvd., Suite 200  
Sanford, Florida 32773

Re: SR 436 and Red Bug Lake Road  
Interchange/BICH Development  
FM# 4193691, Parcel 101

Dear Mr. Wu:

Enclosed is a copy of the executed purchase agreement between FDOT and BICH Development Partners for the advance acquisition purchase of parcel 101 on the SR 436 and Red Bug Lake Road Interchange project. The funds to purchase this property will be provided by Seminole County. The following information is provided for BCC approval:

- This property was identified as a pond site in the PD&E study conducted by Seminole County. The study recommendation was approved by FDOT and FHWA on September 7, 2005.
- The property owner requested advance acquisition of his property on May 9, 2005 and the request was approved by the Department's Review Committee.
- All FDOT and FHWA policies and procedures were followed in the negotiation of this purchase.
- The final agreement is \$1,138,500 for land acquisition and \$85,000 in attorney fees and costs for a total purchase price of \$1,223,500. There will be no additional costs to Seminole County.
- The Seminole County check to close this parcel should be made payable to Broad and Cassel Trust Account. The land owner is represented by Richard N. Milian, P.A. of the Broad and Cassel law firm, and they will disburse the closing proceeds.
- The parcel will be closed as soon as FDOT receives the check from Seminole County.

Please contact me if you require any additional information related to this advance acquisition.

Sincerely,

Shirley J. Martin  
Assistant District Right of Way Manager

SJM/ej  
Enclosure

cc: Pam Hastings, Seminole Co.  
Jerry McCollum, " "  
Antoine Khoury, " "  
Elise Laubach, FDOT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
COUNTER OFFER AND PURCHASE AGREEMENT

573-030-08  
RIGHT OF WAY  
OGC - 06/06  
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ITEM/SEGMENT NO.: 4193691  
MANAGING DISTRICT: 5-77080  
F.A.P. NO.: N/A  
STATE ROAD NO.: 438  
COUNTY: Seminole  
PARCEL NO.: 101

Seller: Bich Deveolpment Partners, LLC, a Florida Limited Liability Company

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions.

I. **Description of Property**

(a) Real property described as: Parcel 101

(b) Estate being purchased:  Fee Simple  
 Permanent Easement  
 Temporary Easement  
 Lease

(c) Buildings, Structures, Fxtures, and Other Improvements: N/A

(d) Personal property described as: N/A

(e) Outdoor Advertising Structure(s) Permit Number(s): \_\_\_\_\_

Property owned by others described as: \_\_\_\_\_  
is NOT included in this agreement. A separate offer is being, or has been, made for this property.



575-080-08  
RIGHT OF WAY  
CGC - 0805  
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(h) Seller and Buyer agree that this purchase agreement represents the full and final agreement and no agreements or representations, unless incorporated into this agreement, shall be binding on the parties.

(i) Other: Buyer and Seller agree all fees, cost, or business damage claims associated with this agreement are identified in Section II of this agreement.

IV Closing Date

This agreement shall be closed within 90 days but not sooner than 30 days after the date of this agreement.

V. Typewritten or Handwritten Provisions

Typewritten or handwritten provisions inserted herein, and initialed by both Seller and Buyer, or attached hereto as addenda shall control all printed provisions in conflict therewith. All addenda, whether typewritten or handwritten, attached hereto must be referenced in this Section. All addenda must be signed by both Seller and Buyer.

There  is  is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this agreement is subject to Final Agency Acceptance by Buyer pursuant to Section 119.0711(2), Florida Statutes. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final agency acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer's representative in Section VII of this agreement.

Seller(s) *Bjw* manager 10/7/05  
Signature Date  
Berry J. Walker, Jr.  
Type or Print Name under signature manager

Signature Date  
Type or Print Name under signature

Buyer  
State of Florida Department of Transportation  
BY: *Shirley J. Martin* 10-12-05  
Signature Date  
SHIRLEY J. MARTIN  
Type or Print Name and Title under signature

VIII. FINAL AGENCY ACCEPTANCE

The Buyer has granted final agency acceptance this \_\_\_\_\_ day of \_\_\_\_\_.

BY: \_\_\_\_\_  
Signature Date

Type or Print Name and Title under signature